

CONSERVATION EASEMENT DEED

Kirk Campstead Easement

Jean M. Kirk and Malcolm M. Kirk, as tenants in common (hereinafter called the "Grantor"), for consideration paid, grant to SQUAM LAKES CONSERVATION SOCIETY, a New Hampshire voluntary corporation with a place of business at 534 US Route 3, Holderness, New Hampshire, mailing address PO Box 696, Holderness, NH, 03245, a publicly supported, tax-exempt, not-for-profit corporation qualified under the provisions of Section 501 (c) and 170 (h) of the Internal Revenue Code, whose purpose includes the conservation of land and water (hereinafter called the "Grantee"), with warranty covenants in perpetuity the following described CAMPSTEAD EASEMENT over the following described property in the Town of Sandwich, Carroll County, New Hampshire, under the following terms and conditions:

DESCRIPTION OF BURDENED LAND

This campstead easement is imposed on a tract of land and the buildings thereon known as Pinehurst Camp in the Town of Sandwich, Carroll County, New Hampshire, such tract of land being Sandwich Tax Map R21, Lot 6C, total area 8.1 acres, more or less. The campstead easement area (hereinafter called the "Burdened Land") conveyed by this instrument is described in "Exhibit A" attached hereto and incorporated by this reference and is also shown on the plan entitled "Conservation Easement Plan, Land Owned by Jean M. Kirk & Malcolm M. Kirk, and Land Owned by Richard A. Allen, Trustee, Sandwich, Carroll Co., NH March 2006" by Hambrook Land Surveying recorded in the Carroll County Registry of Deeds Plan Book 214, Page 007 called the "Plan". For reference, also see plan at Plan Book 44, Page 82, Lot 7. Details of the Grantor's campstead and related buildings are on file with the Grantee in a report with drawings and photographs (hereinafter called the "Baseline Documentation") and which is attached as "Exhibit B", which Baseline Documentation the parties agree provides an accurate representation of the property. Meaning and intending to describe a certain tract or parcel of land conveyed from Jean M. Kirk to Malcolm M. Kirk dated September 7, 2004

recorded at Book 2342, Page 160 and Jean M. Kirk and Robert Denious, Exrs, to Jean M. Kirk recorded March 24, 2000 in Book 1864, Page 998 of the Carroll County Registry of Deeds.

I. PURPOSES

The easement hereby granted is pursuant to N.H. RSA 477:45-47 exclusively for the following conservation and preservation purposes:

A. The preservation of open spaces, consisting mainly of forest and shoreline for the scenic enjoyment of the general public. This historic waterfront property occupies a lake promontory which is highly visible from the public waters of Big Squam Lake and a portion of the slope beneath East Rattlesnake Mountain. The property's sweeping lake view encompasses True Cove and Five Finger Point in the east, Long Island to the south, and Sheep Island and Deephaven Point to the southwest. The Burdened Land contains 625 feet of shoreline and is accessed via Pinehurst Road, a public way leading to a private drive of the same name.

B. The protection of natural habitats for flora and fauna. The Burdened Land subject to this campstead easement is used seasonally as a rustic camp. The undeveloped and wooded areas provide significant wildlife habitat and are abutted by other conservation land to the north and west.

C. The preservation of a rustic campstead, a property type that characterizes the shore of Squam Lake. Like other campsteads, it has served to connect family members to long-held traditions, simpler times, and a landscape that remains intact through low-impact and seasonal use. The tradition of rustic campsteads at Squam Lake has provided the entire community with an enduring sense of stability, quiet, simple surroundings, and healthful outdoor recreation. This particular campstead, built circa 1886 and known as Pinehurst Camp, is representative of the simple, seasonal camps from Squam Lake's earliest years as a recreational retreat. Improvements include the Pinehurst Cabin, West View Cottage, Honeymoon Cottage, Workshop and Bunkhouse, Boathouse, and small woodshed.

D. The preservation of the visual experience from the lake, its publicly accessed tributaries, and protected hillsides such as Red Hill within the Squam Lake basin. Much of the unique quality of boating on Squam Lake is attributed to its shoreline of boulders, ledge, trees and shrubs which provide substantial screening from the development that has occurred. The scale, massing, materials and color used in construction materials for the campsteads provide indirect screening, as does the nature of selected landscaping materials. As a result, from the water and publicly held hillsides within the lake basin, there is an appearance of a pristine, undisturbed shoreline.

The Conservation Purposes are consistent with the following local state and federal policies: (i) the clearly delineated open space conservation goals and objectives as stated in the Master Plan of the Town of Sandwich (the "Master Plan"), particularly, the Master Plan's recommendation for the acquisition of conservation easements to maintain scenic vistas and to protect open spaces within the community; (ii) New Hampshire RSA Chapter 79-A, which states: "It is hereby declared to be in the public interest to encourage the preservation of open spaces in the state by providing a healthful and

attractive outdoor environment for work and recreation of the state's citizens, by maintaining the character of the state's landscape, and by conserving the land, water, forest, and wildlife resources"; and (iii) the policies of the State of New Hampshire as expressed in RSA 79-A, RSA 221-A, RSA 483-A, RSA 227-M, and in other statutes and rules. Also, the Conservation Purposes are in accordance with the U.S. Internal Revenue Code, Section 170(h). These policies, as carried out on the Burdened Land, will yield a significant benefit to Squam Lake area residents and visitors.

II. USE LIMITATIONS

A. The Burdened Land shall be maintained in perpetuity as open space without there being conducted thereon any industrial or commercial activities, including commercial recreational activities. Renting the buildings for periods of at least one week in duration shall not be considered commercial recreational activity. Removal of dead or diseased trees, removal or trimming of trees which present a hazard to persons or property, and removal of trees for wildlife management purposes shall not be considered commercial activity. It is the intention of the Grantor and Grantee that the existing fields and forest be preserved, and that the Burdened Land never be clear-cut beyond maintaining the structures, roads, and field.

B. The Burdened Land shall not ever be subdivided.

C. The existing rustic buildings described in the Baseline Documentation Report and the Burdened Land are subject to the SLCS Design Standards as may be amended from time to time, a current copy of which is attached as "Exhibit C" and incorporated herein, and may continue to serve their existing function provided that:

- 1) Grantor shall maintain the traditional, rustic and primitive appearance and character of the existing campstead buildings and their setting. Any landscaping that is visible from the water is subject to the Design Standards developed by Grantee and prior written approval by the Grantee.
- 2) Buildings may be replaced in their exact location provided they are in keeping with the Conservation Purposes and conform in every aspect to the Design Standards. Grantor shall not increase the area of the footprint (square feet) or exterior volume (cubic feet) of any building in excess of 10% beyond the existing dimensions as indicated in the Baseline Documentation Report.
- 3) Alterations beyond ordinary maintenance and repair, or which will affect the dimensions of a building, are subject to the Design Standards and prior written approval by the Grantee. Alterations shall not adversely affect the buildings' exterior rustic characteristics, as defined in the Baseline Documentation. Building replacement is also subject to the Design Standards and prior written approval by the Grantee.
- 4) Grantor shall not erect or place any other building or structure on the Burdened Land except for temporary structures which shall remain no longer than six months required for the maintenance or rehabilitation of existing buildings.

D. Subject to the reserved rights set forth in Section III below, no structure or improvement, such as a tennis court, swimming pool, other sports facility, tower (including cell or communications tower), or mobile home, shall be constructed, placed, or introduced onto the Burdened Land. Ancillary structures and improvements which are not buildings, such as a fence or culvert, may only be constructed, placed, or introduced onto the Burdened Land as necessary in the accomplishment of the habitat management, conservation, or non-commercial outdoor recreational uses of the Burdened Land, and provided that they are not detrimental to the purposes of this easement.

E. Subject to the reserved rights set forth in Section III below, no removal, filling, or other disturbances of soil surface, nor any changes in topography, wetlands, or natural habitat shall be allowed unless such activities are necessary in the accomplishment of the habitat management, conservation, agriculture, or noncommercial outdoor recreational uses of the Burdened Land; or to repair the existing roads; and are not detrimental to the purposes of this Campstead Easement. Prior to commencement of any such activities, all necessary federal, state, and local permits and approvals shall be secured.

F. No outdoor advertising structures such as signs and billboards shall be displayed on the Burdened Land except as desirable or necessary to the accomplishment of the habitat management, conservation, or noncommercial outdoor recreational uses of the Burdened Land and are not detrimental to the Conservation Purposes. The Grantor and Grantee may jointly agree on signs identifying the Burdened Land as a protected campstead property and identifying the owners and occupants. Grantor reserves the right to install "Posted" signs.

G. There shall be no dumping, injection, burning or burial of materials then known to be environmentally hazardous. No derelict or inoperative motor vehicles, machinery, equipment, or appliances shall be placed, left, or kept on the Burdened Land.

III. RESERVED RIGHTS

A. The Grantor reserves the right to repair existing buildings and undertake alterations to the interior of the buildings subject to the limitations outlined in Section II.

B. The Grantor reserves the right to replace existing buildings, including the boathouse and its appurtenances, subject to Design Standards and written approval by the Grantee in writing and all governmental permits and approvals.

C. The Grantor reserves the right to raze and remove any of the buildings on the Burdened Land.

D. The Grantor reserves the right to repair and maintain the existing driveway as shown on the Plan.

E. Grantor reserves the right to add and repair or replace a residential septic system and install a well for service to buildings exclusively on the Burdened Land.

F. Grantor reserves the right to repair, maintain, and replace a single wooden dock in its present location as indicated in the Baseline Report on the shoreline and install, repair, and maintain any moorings. The shoreline encumbered by this Campstead Easement may be utilized to satisfy the regulations of the New Hampshire Wetlands Bureau and the Department of Safety Moorings Bureau.

G. The Grantor reserves the right (but has no obligation) to construct trails, boardwalks, and wooden pedestrian bridges on the Burdened Land.

H. The Grantor reserves the right to cut and remove dead or diseased trees, trees that present a hazard to persons or property, for wildlife management purposes, for view clearing, field maintenance, and for cordwood, which is the amount of firewood that can be reasonably used on the property during a single year, all subject to the Design Standards

I. The Grantor reserves the right to maintain and repair any overhead power or communications lines crossing the Burdened Land. Any overhead lines may be replaced by buried lines in substantially the same location. Grantor shall minimize any clearing or terrain alteration necessary for these service lines.

J. No right of access by the general public to any portion of the Burdened Land is conveyed by this Easement. Grantor reserves all rights to post the Burdened Land.

K. The Grantor reserves the right to permit archaeological investigations on the Burdened Land after receiving written approval from the Grantee. Before permitting any such investigations, the Grantor shall send written notice to the New Hampshire State Archaeologist (or other person or agency then recognized by the State as having responsibility for archaeological resources) for review and comment, and to the Grantee, this notice describing the nature, scope, location, timetable, qualifications of investigators, site restoration, research proposal, and any other material aspect of the proposed activity. The Grantor and the Grantee shall request the State Archaeologist (or other person or agency, as above) to consider the proposal and apply the standards as specified in rules implementing New Hampshire RSA 227-C:7 (Permits Issued for State Lands and Waters), and to provide written comments to the Grantor and the Grantee. The Grantee may, in its sole discretion, approve the proposed investigations only if the archaeological investigations are conducted by qualified individuals and according to a specific research proposal, the proposed activities will not harm state or federally recognized rare, endangered, or threatened species; and the proposed activities will not be materially detrimental to the purposes of this Campstead Easement.

IV. REQUESTS FOR GRANTEE APPROVAL

A. Grantor shall submit written request for permission to undertake any of the actions outlined in Section II.C to Grantee for Grantee's approval, including plans, specifications, photographs of existing conditions and designs as appropriate, identifying the proposed activity with reasonable specificity. The request shall also include a timetable for the

proposed activity sufficient to permit Grantee to monitor such activity. Grantor shall not undertake any such activity until approved in writing by Grantee.

B. Grantee shall act upon such request within 30 days of the receipt thereof, if an alteration, addition, or building replacement in-kind project, and within 45 days if a building replacement on footprint; and if such request for permission is not denied in writing, such request shall be deemed approved and permission deemed granted.

C. In exercising any authority created by this Campstead Easement, the Grantee shall apply its Design Standards as may be amended from time to time, a current copy of which is attached as Exhibit C and incorporated herein when reviewing and approving requests for alterations, construction or site work.

D. Grantee reserves the right to consult with government agencies, nonprofit conservation and preservation organizations, and/or other advisors deemed appropriate by Grantee concerning proposed activities restricted by this Campstead Easement.

V. TAXES, MAINTENANCE, AND NOTIFICATION OF TRANSFER

A. The Grantee shall have no obligation to maintain the Burdened Land or pay any taxes or assessments on the Burdened Land.

B. The Grantor agrees to notify the Grantee in writing within ten (10) days of any transfer of title to the Burdened Land. This provision shall not apply to mortgages that are junior to this campstead easement nor shall it apply to fractional interest transfers between the Grantors.

VI. BENEFITS, BURDENS, AND ACCESS

A. The burden of this Campstead Easement shall run with the land and shall be enforceable against all future owners and tenants in perpetuity under New Hampshire RSA 477:46, and every other law. The benefits of this easement shall not be appurtenant to any particular parcel of land, but shall be in gross and assignable or transferable only to the State of New Hampshire, the United States Government, or a subdivision of either, consistent with Section 170 (c) of the Internal Revenue Code, or to any qualified organization within the meaning of Section 170 (h)(3) of said Code, which organization has among its purposes the conservation and preservation of land and water, and which agrees to and is capable of enforcing the purposes of this Campstead Easement. Any such assignee or transferee shall have like power of assignment or transfer.